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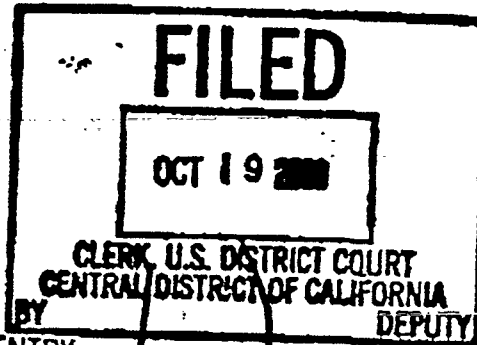
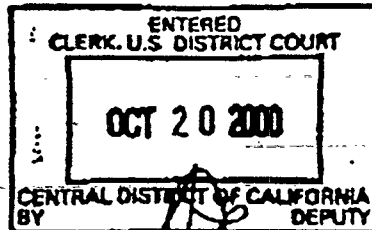
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THIS CONSTITUTES NOTICE OF ENTRY
AS REQUIRED BY FRCP, RULE 77(d).

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

UNITED STATES OF AMERICA and
STATE OF CALIFORNIA,

Plaintiffs,

v.

MONTROSE CHEMICAL
CORPORATION
OF CALIFORNIA, et al.,

Defendants.

and RELATED COUNTER, CROSS,
AND THIRD PARTY ACTIONS.

NO. CV 90-3122-R

PARTIAL CONSENT DECREE

(Onshore Past Costs)

✓ Docketed
✓ Copies NTC Sent
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I. BACKGROUND

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2 A. The United States of America ("United States") contends that Settling Defendants are
3 or were owners and/or operators of the Montrose DDT manufacturing and formulation plant at
4 20201 Normandie Avenue, Los Angeles, California. The United States Environmental
5 Protection Agency ("EPA") contends it has undertaken investigations of and other response
6 actions with respect to actual and threatened releases of hazardous substances at and from 20201
7 Normandie Avenue pursuant to its delegated authority under the Comprehensive Environmental
8 Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 et seq.
9 ("CERCLA"). The California Department of Toxic Substances Control contends it has assisted
10 EPA in certain of these activities.

11
12 B. The United States, on behalf of the Administrator of the United States Environmental
13 Protection Agency, and the State of California, on behalf of the California Department of Toxic
14 Substances Control ("DTSC") have filed a third amended complaint in this matter pursuant to
15 Section 107 of CERCLA, which in part seeks reimbursement of response costs incurred and
16 declaratory relief with respect to future response actions taken at or in connection with the
17 release or threatened release of hazardous substances at the Onshore Area.

18
19 C. The District Court, on April 24, 2000, granted the United States' motion for partial
20 summary judgment holding some of the Settling Defendants liable under CERCLA Section 107
21 for response costs incurred with respect to portions of the Onshore Area. By stipulation filed
22 with the District Court, Settling Defendants have agreed that the benefits of the Court's order
23 granting partial summary judgment, as discussed above, extend to DTSC. The Settling
24 Defendants that have entered into this Consent Decree do not admit any liability to Plaintiffs
25 arising out of the transactions or occurrences alleged in the complaint.

-D: Negotiations leading to this settlement were conducted under the supervision of Special Master John Francis Carroll. The United States, DTSC and Settling Defendants agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will avoid complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

THEREFORE, with the consent of the Parties to this Decree, it is ORDERED, ADJUDGED, AND DECREED:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C. §§ 9607 and 9613(b) and also has personal jurisdiction over Settling Defendants. Settling Defendants consent to and shall not challenge entry of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States, DTSC, and Settling Defendants and their successors and assigns. Any change in ownership or corporate or other legal status, including but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of Settling Defendants under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.

b. "Consent Decree" or "Decree" shall mean this Partial Consent Decree.

c. "Day" shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

d. "DOJ" shall mean the United States Department of Justice and any successor departments, agencies or instrumentalities of the United States.

e. "DTSC" shall mean the California Department of Toxic Substances Control.

f. "EPA" shall mean the United States Environmental Protection Agency and any successor departments, agencies or instrumentalities of the United States.

g. "Interest" shall mean interest at the current rate specified for interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

h. "Montrose Plant Property," for purposes of this Consent Decree, shall mean the thirteen (13) acre parcel at 20201 Normandie Avenue, Los Angeles, California at which Montrose Chemical Corporation of California operated a DDT manufacturing and, later, a formulation plant.

i. "Onshore Area," for purposes of this Consent Decree only, shall mean the Montrose Plant Property and the areas that the United States has investigated because it believes that hazardous substances may have come to be located there from the Montrose Plant Property,

including, without limitation, the following onshore areas: the real property located at 1401 West Del Amo Blvd., Los Angeles, California and owned by Jones Inc; groundwater contaminated by hazardous substances at or emanating from the Montrose Plant Property; those portions of the Normandie Avenue Ditch adjacent to and south of 20201 Normandie Avenue; the Kenwood Drain; the Torrance Lateral; the Dominguez Channel (from Laguna Dominguez to the Consolidated Slip); the LACSD J.O. "D" sewer from manholes D33 to D 5 (approximately Francisco St. to 234th St.); the LACSD District 5 Interceptor sewer from manholes A475 to A442 (approximately Francisco St. to Sepulveda Blvd.); the real property on which the sewer rights-of-way are located for those portions of the District 5 Interceptor and J.O. "D" sewer identified above; the real property burdened by the adjacent railroad rights-of-way for those portions of the District 5 Interceptor and J.O. "D" sewers identified above; the area bounded by Del Amo Blvd., Western Ave., Torrance Blvd. and Normandie Ave.; the area bounded by Normandie Ave., Del Amo Blvd., Vermont Ave., and Torrance Blvd; and the portion of the Los Angeles Harbor known as the Consolidated Slip from the mouth of the Dominguez Channel south to but not extending beyond Pier 200B and 200Y. By entering this Consent Decree, Settling Defendants do not admit that any areas other than the Montrose Plant Property have been impacted by releases of hazardous substances from the Montrose Plant Property.

j. "Onshore Past Costs," for purposes of this Consent Decree only, shall mean:

(a) All costs incurred by the United States (other than costs incurred by the United States within the scope of paragraph 12) prior to October 1, 1999 with respect to the Onshore Area and any interest thereon; and (b) all costs incurred by DTSC prior to January 1, 2000 with respect to the Onshore Area and the costs incurred by DTSC prior to January 1, 2000 for the Palos Verdes shelf that are described in paragraph 6, page 3 of the "Narrative Testimony of Factual Witness Jeffrey J. Mahan In Support of Plaintiff California Department of Toxic Substances Control" filed with the Court on August 14, 2000 and any interest thereon. The term "Onshore Past Costs" includes those costs summarized in:

* the EPA's "Itemized Cost Summary Report, Montrose Chemical Company, Torrance, CA Site ID = 09 26," Bates numbered MEP403000002 to MEP 403000304;

* the EPA's "Itemized Cost Summary Report, Montrose Fill OU, CA Site ID = 09 AN," Bates numbered MEP 4020005 to MEP 4020021;

* the EPA's "Itemized Cost Summary Report, Montrose Aerial Soil, CA Site ID = 09 AM," Bates numbered MEP 4010005 to MEP 4010018;

* the "Narrative Testimony of Factual Witness Jeffrey J. Mahan In Support of Plaintiff California Dept. of Toxic Substances Control," executed August 4, 2000.

k. "Paragraph" shall mean a portion of this Consent Decree identified by an arabic numeral or an upper or lower case letter.

l. "Parties" shall mean the United States, DTSC and the Settling Defendants.

m. "Section" shall mean a portion of this Consent Decree identified by a roman numeral.

n. "Settling Defendants" shall mean Montrose Chemical Corporation of California, Chris-Craft Industries, Inc., Atkemix Thirty Seven, Inc., and Aventis CropScience USA Inc., their predecessor or successor entities, and direct or indirect parents or subsidiaries, to the extent of any derivative liability attributable to any such entities, and further includes any of such entities' current or former officers, directors, and employees, provided and to the extent that any such individuals were acting within the scope of their duties and in their capacity as officers, directors, or employees; and, for the purposes of Paragraph 11 (Covenant Not to Sue by United States and DTSC), "Settling Defendants" includes Stauffer Management Company, Imperial Chemical Industries PLC, ICI International Investments, Inc., Zeneca Inc., Zeneca Holdings, Inc., Stauffer Chemical Company (a former corporation organized under the laws of the State of Delaware), Rhodia Inc., Aventis CropScience LP, together with their predecessor or successor entities, and direct or indirect parents or subsidiaries, to the extent of any derivative liability attributable to any such entities, and further includes any of such entities' current or former officers, directors, and employees, provided and to the extent that any such individuals

were acting within the scope of their duties and in their capacity as officers, directors, or employees.

o. "United States" shall mean the United States of America, including its departments, agencies and instrumentalities.

p. "Date of Entry" of this Consent Decree shall mean the date on which the District Court approves and enters this decree as a judgment.

q. "Interest" shall mean interest at the current rate specified for interest on investments of the Hazardous Substance Superfund established by 26 U.S.C. Section 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. Section 9607.

V. REIMBURSEMENT OF RESPONSE COSTS

4. Payment of Past Response Costs to the EPA Hazardous Substance Superfund.

a. Within thirty days of issuance of Notice of the Date of Entry of this Consent Decree, Settling Defendants shall pay, following the procedures and requirements set out below, to the U.S. Environmental Protection Agency and DTSC the total sum of \$5.125 million (the "Onshore Past Cost Settlement Amount") for the promises and undertakings of the United States and DTSC.

b. Settling Defendants shall pay to DTSC from the Onshore Past Cost Settlement Amount the sum of \$125,000. The payment to the DTSC shall be made by certified check payable to "Cashier, California Department of Toxic Substances Control", and shall bear on its face this case name and number. Payment shall be mailed to:

Department of Toxic Substances Control
Accounting/Cashier
400 P Street, 4th Floor
Sacramento, CA 95812-0806

c. Settling Defendants shall pay to the EPA the sum of \$5 million from the Onshore Past Cost Settlement Amount. Defendants shall make this payment to "the United States

Environmental Protection Agency, Montrose Chemical Superfund Site Special Account." The payment to EPA shall be made by Electronic Funds Transfer ("EFT" or "wire transfer") in accordance with instructions provided to Settling Defendants after this Decree is lodged. Settling Defendants shall send notice of the EFT to the United States as provided in Paragraph 18 of this Decree. The payment to EPA shall reference the Montrose Chemical Corporation of California Superfund Site, Site # 9T26, DOJ Case # 90-11-3-511 and U.S.A.O. file number 9003085. Amounts paid by Settling Defendants to EPA pursuant to this Consent Decree and deposited into the Montrose Chemical Superfund Site Special Account shall be retained and used to conduct or finance response actions at or in connection with the Onshore Area, or transferred by EPA to the EPA Hazardous Substance Superfund.

d. Once Settling Defendants have made the payment to EPA required by this Paragraph, the obligation of Montrose Chemical Corporation of California to pay past EPA oversight costs in the amount of \$855,588.87 that were the subject of EPA's demand letter to dated September 26, 2000 (and as revised by EPA's letter of October 4, 2000) is voided and extinguished. The date that the \$855,588.87 must be paid is extended to the date payment of the \$5,125,000 is due under this Consent Decree.

VI. FAILURE TO COMPLY WITH REQUIREMENTS OF CONSENT DECREE

5. Interest on Late Payments. In the event that any payments required by Section V (Reimbursement of Response Costs) or Section VI, Paragraph 6 (Stipulated Penalty), are not received when due, Interest shall continue to accrue on the unpaid balance through the date of payment.

6. Stipulated Penalty.

a. If any amounts due to EPA or to DTSC under paragraph 4 of this Consent Decree are not paid within thirty days of issuance of Notice of the Date of Entry of this Consent

Decree, Settling Defendants shall pay to EPA, or to the DTSC if the delayed payment is for
1 DTSC Past Costs, as a stipulated penalty, in addition to the Interest required by Paragraph 5,
2 \$2,500 per violation per day that such payment is late.

3 b. Stipulated penalties are due and payable within 30 days of the date of the
4 written demand for payment of the penalties by EPA or DTSC. Payments due under this
5 Paragraph shall be paid by certified check or bank warrant and disbursed 50% to the EPA and
6 50% to DTSC to the DTSC address identified in Paragraph 18. Payment of stipulated penalties
7 to the United States shall be made in accordance with instructions provided by the United States
8 in the written demand for payment of penalties. All payments shall indicate that the payment is
9 for stipulated penalties and shall reference the name and address of the party making payment,
10 the EPA Region and Site Spill ID #9T26, USAO File Number 9003085, and DOJ Case #90-11-
11 3-511. Copies of checks paid pursuant to this Paragraph, and any accompanying transmittal
12 letters, shall be sent to the United States as provided in Section XI (Notices and Submissions).

13 c. Penalties shall accrue as provided in this Paragraph regardless of whether EPA
14 or DTSC has notified Settling Defendants of the violation or made a demand for payment, but
15 need only be paid upon demand. All penalties shall begin to accrue on the day after complete
16 performance is due or the day a violation occurs, and shall continue to accrue through the final
17 day of correction of the noncompliance or completion of the activity. Nothing herein shall
18 prevent the simultaneous accrual of separate penalties for separate violations of this Consent
19 Decree.

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21 7. If the United States or DTSC brings an action to enforce this Consent Decree, Settling
22 Defendants shall reimburse the United States and DTSC for all costs of such action, including
23 but not limited to costs of attorney time.
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1 - 8: Payments made under Paragraphs 5-7 shall be in addition to any other remedies or
2 sanctions available to the United States and DTSC by virtue of Settling Defendants' failure to
3 comply with the requirements of this Consent Decree.

4 9. The obligations of Settling Defendants to pay amounts owed the United States and
5 DTSC under this Consent Decree are joint and several. In the event of the failure of any one or
6 more Settling Defendants to make the payments required under this Consent Decree, the
7 remaining Settling Defendants shall be responsible for such payments.

8
9 10. Notwithstanding any other provision of this Section, the United States may, in its
10 unreviewable discretion, waive payment of any portion of the stipulated penalties that have
11 accrued pursuant to this Consent Decree.

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13 **VII. COVENANT NOT TO SUE**

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15 11. Covenant Not to Sue by United States and DTSC. Except as provided in Paragraph
16 12, the United States and DTSC covenant not to sue or take administrative action against
17 Settling Defendants pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover
18 Onshore Past Costs. This covenant not to sue shall take effect upon receipt by EPA and DTSC
19 of all payments required by Section V, Paragraph 4 (Payment of Past Response Costs to the
20 United States) and Section VI, Paragraphs 5 (Interest on Late Payments) and 6(a) (Stipulated
21 Penalty for Late Payment). This covenant not to sue is conditioned upon the satisfactory
22 performance by Settling Defendants of their obligations under this Consent Decree. This
23 covenant not to sue extends only to Settling Defendants and does not extend to any other person.

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25 12. Reservation of Rights by United States and DTSC. The covenant not to sue set forth
26 in Paragraph 11 does not pertain to any matters other than those expressly specified therein. The
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k. liability for costs incurred or to be incurred by DTSC with respect to any other facility located outside of the Onshore Area (as defined herein) that was owned or operated by one or more of the Settling Defendants or to which one or more of the Settling Defendants arranged for the disposal of hazardous substances, except those costs incurred by DTSC on the Palos Verdes shelf that are defined as "Onshore Past Costs" herein.

VIII. COVENANT NOT TO SUE BY SETTLING DEFENDANTS

13. Settling Defendants covenant not to sue and agree not to assert any claims or causes of action ^{it is the Special Master} against the United States or the DTSC, or their contractors or employees, with respect to Onshore Past Costs, including but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claim arising out of ^{not the Special Master} response actions at the Onshore Area for which the Onshore Past Costs were incurred;

c. any claim against the United States or DTSC pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to Onshore Past Costs.

14. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

IX. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION1
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28*Except for Paragraphs 11 and 16, JLE Special Master*

15. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Each of the Parties expressly reserves any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Onshore Area (as defined herein) against any person not a Party hereto.

16. The Parties agree, and by entering this Consent Decree this Court finds, that Settling Defendants are entitled, as of the effective date of this Consent Decree, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), for "matters addressed" in this Consent Decree. The "matters addressed" in this Consent Decree are Onshore Past Costs as defined in Paragraph 3.j of this Consent Decree.

17. Each Settling Defendant agrees that, with respect to any suit or claim for contribution brought by it for matters related to this Consent Decree (other than claims in this action), it will notify the United States and DTSC in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Defendant also agrees that, with respect to any suit or claim for contribution brought against it for matters related to this Consent Decree, it will notify the United States and DTSC in writing within 10 days of service of the complaint or claim upon it. In addition, each Settling Defendant shall notify the United States and DTSC within 10 days of service or receipt of any Motion for Summary Judgment, and within 10 days of receipt of any order from a court setting a case for trial, for matters related to this Consent Decree (other than this action).

XI. NOTICES AND SUBMISSIONS

18. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, DTSC and Settling Defendants, respectively.

As to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
DOJ Case #90-11-3-511
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611

John Lyons
Assistant Regional Counsel
U.S. EPA Region 9
Mailcode ORC3
75 Hawthorne St.
San Francisco, CA 94105

As to DTSC:

Barbara Coler
Division Chief, Statewide Cleanup Operations Div.
California Department of Toxic Substances Control
700 Heinz Avenue, Suite 200
Berkeley, CA 94710-2721

As to Settling Defendants:

President
Montrose Chemical Corporation of California
600 Ericksen Avenue, Suite 380,
Bainbridge Island, WA 98110

Karl S. Lytz
Latham & Watkins
505 Montgomery Street, Suite 1900
San Francisco, CA 94111-2586.

XII. RETENTION OF JURISDICTION

19. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XIII. INTEGRATION

20. This Consent Decree constitutes the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree.

21. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

XV. EFFECTIVE DATE

22. The effective date of this Consent Decree shall be the date upon which it is entered by the Court.

XVI. SIGNATORIES

23. Each undersigned representative of a Settling Defendant to this Consent Decree, DTSC and the Assistant Attorney General for the Environment and Natural Resources Division of the United States Department of Justice certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

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24. This Consent Decree may be executed in counterparts and faxed signature pages shall be effective as originals.

25. Each Party hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree.

XVI. FINAL JUDGMENT

26. Upon approval and entry of this Partial Consent Decree by the Court, this Consent Decree shall constitute a final judgment between and among the United States, DTSC, and the

Settling Defendants. The Court finds no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54.

ORDER

The foregoing Partial Consent Decree among the United States, DTSC and the Settling Defendants is hereby APPROVED.

October 19, 2000



Honorable Manuel L. Real
United States District Judge

1 FOR THE UNITED STATES OF AMERICA:

2 WE HEREBY CONSENT to the entry of this Partial Consent Decree in United States v.
3 Montrose Chemical Corporation of California, et al., No. CV 90-3122-R.

4
5
6 Date:

10/18/00

Lois J. Schiffer
LOIS J. SCHIFFER
Assistant Attorney General
Environment and Natural Resources
Division
U.S. Department of Justice
Washington, D.C. 20530

FOR THE UNITED STATES OF AMERICA (con't):


Date: 10/18/00

Robert R. Klotz


STEVEN O'ROURKE
MICHAEL McNULTY
ROBERT R. KLOTZ
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044-7611

FOR THE UNITED STATES OF AMERICA (con't):

Date: 10/17/2000


for **KEITH TAKATA**
Director of the Superfund Division
United States Environmental Protection Agency
Region 9
75 Hawthorne St.
San Francisco, CA 94105

Date: Oct. 17, 2000


KATHLEEN JOHNSON
JOHN LYONS
MICHELE BENSON
Office of the Regional Counsel
United States Environmental Protection Agency
Region 9
75 Hawthorne St.
San Francisco, CA 94105

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1 FOR THE CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL

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3 WE HEREBY CONSENT to the entry of this Partial Consent Decree in United States v.

4 Montrose Chemical Corporation of California, et al., No. CV 90-3122-R

5

6

7 Date: October 17, 2000



BARBARA COLER
Division Chief, Statewide Cleanup Operations Div.
California Department of Toxic Substances Control
700 Heinz Avenue, Suite 200
Berkeley, CA 94710-2721

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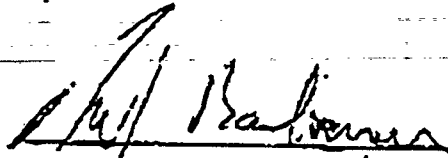
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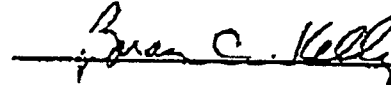
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FOR SETTLING DEFENDANTS:

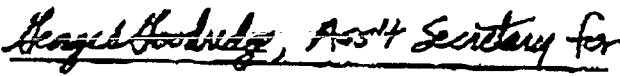
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Date: 10/18/00


Montrose Chemical Corporation of California

Date: October 18, 2000


Chris-Craft Industries, Inc.

Date: October 19, 2000


Aventis CropScience USA Inc.

Date: October 18, 2000


Atkemix Thirty-Seven, Inc.

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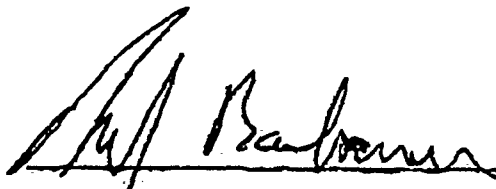
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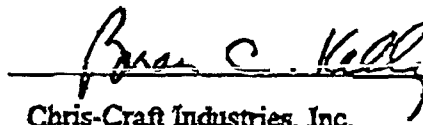
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Montrose Chemical Corporation of California

Date:

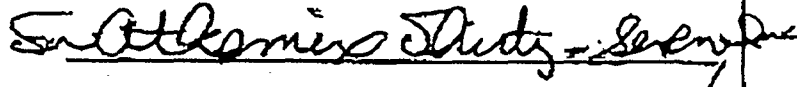
October 18, 2000

Chris-Craft Industries, Inc.

Date:

Aventis Cropscience USA Inc.

Date:

October 18, 2000

Arkemix Thirty-Seven, Inc.

